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this Agreement, Licensee shall survey its existing Attachments and permits and within six months after the date of this Agreement and shall provide FPL with applications for permits for all such Attachments not previously authorized by FPL. FPL shall not charge Licensee the Administrative Fee or back rental for such subsequently permitted Attachments. FPL's acceptance of the Administrative Fee or back rent, or consent to waive such payment in the two situations set forth above, shall not constitute a waiver of any of FPL's other rights or remedies under this Agreement.

16. Payment of Bills or Invoices

Bills for inspections, surveys, expenses and other charges under this Agreement, except those advance payments specifically covered herein, shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default going to the essence of this Agreement and shall entitle FPL to immediately cancel this Agreement, at the option of FPL.

17. Default

If Licensee shall fail to comply with any of the provisions of this Agreement, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from FPL to correct such default or non-compliance, FPL may, at its option, forthwith terminate this Agreement pursuant to Section 18 or cancel the permit covering the Poles as to which such default or noncompliance shall have occurred. FPL shall also have the right, at its option, to allow the Agreement to remain in effect but to deny any application for new Attachments until Licensee has cured its default or non-compliance. All remedies afforded in this Agreement shall be in addition to any other remedy provided herein or by law.

18. Term

The term of this Agreement shall be indefinite commencing on the effective date of this Agreement, as set forth above if not terminated under the terms of this Section. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other party. Upon termination of the Agreement in accordance

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with any of its terms, Licensee shall use its best efforts to remove as quickly as possible its cables, wires, and associated support hardware from all of FPL Poles. Following such removal a proportionate refund of all prepaid rentals shall be made only for those facilities removed. If not so removed, FPL shall have the right to remove them at the cost and expense of Licensee and without any liability therefor.

19. Automatic Termination

Notwithstanding the provisions of any other section herein, this Agreement shall automatically terminate one year after the date hereof in the event that Licensee has no existing permitted Attachments as of the date hereof and shall fail to apply for a permit within such year. In addition, individual permits issued under this Agreement may automatically expire as provided in Exhibit A and A-1.

20. No Property Rights

No use, however extended, of FPL Poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in the FPL Poles, but Licensee's rights shall be and remain a mere license. This Agreement shall not be construed to compel FPL to maintain any of such FPL Poles for a period longer than demanded by its own service requirements. FPL reserves the right to deny the licensing of any FPL Poles to the Licensee for any reason whatsoever (within the sole discretion of FPL's Director of Distribution Engineering or Power System Engineering).

21. Non-Assignability

Licensee shall not assign, transfer or sublet in whole or part the privileges hereby granted or permit any other person to use or lash to Licensee's cables or wires which are attached to the FPL Poles for any purpose other than allowing Licensee to furnish Cable Service and/or Non-Cable Service in the Service Area and Licensee shall not assign, transfer or sublet for such purpose without the prior written consent of FPL. FPL may in its sole and absolute discretion give consent or withhold consent.

The acceptance by FPL of attachment or other fees from any other person shall not be deemed to be a waiver of any provision of this Agreement or to be a consent to

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assignment or subletting by Licensee. If FPL, in its sole discretion consents to assignment, Licensee shall pay to FPL, FPL's administrative costs, overhead and fees of counsel in connection with such assignment or subletting a minimum of one hundred dollars (\$100.00).

22. Non-Exclusivity

Nothing herein contained shall be construed to confer on Licensee an exclusive right to make Attachments to FPL Poles in the area covered by this Agreement and any supplement thereto, and it is expressly understood that FPL has the unconditional right to permit any other person, firm or corporation to make attachments to the same FPL Poles in that area covered in this Agreement and supplements thereto.

23. Notices

All notices or other communications to either party by the other required under this Agreement shall be made in writing and addressed as follows:

To Licensee:

[REDACTED]

With Copies to:

[REDACTED]

To FPL:

Florida Power & Light Company
Attn: [REDACTED]

[REDACTED]

With Copies to:

[REDACTED]

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24. Successors and Assigns

Subject to the provisions of Section 21 hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

25. Non-Waiver

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver, or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect, nor shall either party be estopped to enforce or to seek relief from a prior breach.

26. Heading not Controlling

Headings used in this Agreement are for reference purposes only and shall not be deemed part of this Agreement.

27. Complete Agreement

This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes all prior Agreements, both oral and written, representations, statements, negotiations and undertakings by and between the parties. Notwithstanding the foregoing, any pole attachment transfer agreements between FPL and Licensee shall not be superseded by this Agreement.

28. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force

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and effect and such invalid, illegal or unenforceable term or provision shall be deemed not to be a part of this Agreement.

Witnesses:

Licensee: _____

~~XXXXXXXXXXXX~~

Signature

Name (Print)

Title
(Officer/General Partner)

Attest: _____

CATV Corporate
Seal)

Witnesses:

FLORIDA POWER & LIGHT COMPANY

President

Attest: _____

Secretary
(FPL Corporate Seal)

AMENDMENT TO CATV ATTACHMENT AGREEMENT

THIS AMENDMENT is attached to and made part of the CATV Attachment Agreement between Florida Power & Light Company ("FPL") and [REDACTED] ("Licensee") and FPL and Licensee agree that the attached CATV Attachment Agreement is hereby modified as follows:

*Paragon Communications DBA Paragon Cable, a general partnership

1. For purposes of the CATV Attachment Agreement and consistent with holding of the court in Texas Utilities Electric company v. Federal Communications Commission, 997 F.2d 925 (D.C. Cir. 1993), Licensee shall be charged the attachment rate for Cable Service even though an attachment may include Non-Cable Service as well as Cable Service.
2. Paragraphs 2.2 and 2.3 of the CATV Attachment Agreement are deleted.
3. If there is any conflict between the terms of the CATV Attachment Agreement and this Amendment, the terms of this Amendment shall control. All non-conflicting provisions of the attached Catv Attachment Agreement are ratified and confirmed.
4. IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

LICENSEE: [REDACTED]

[REDACTED]
President

Print Name: [REDACTED]

Date: _____

FLORIDA POWER & LIGHT COMPANY
[REDACTED]

Reply Exhibit 2

#45
AGREEMENT

THIS AGREEMENT, made September 1, 19 84, between FLORIDA POWER & LIGHT COMPANY, a Florida corporation, hereinafter called Licensor, party of the first part, and [REDACTED], a corporation organized and doing business under the laws of the State of Florida, hereinafter called Licensee, party of the second part,

WITNESSETH

WHEREAS, Licensee proposes to furnish television distribution service in [REDACTED]

and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances to its existing poles where, in its judgment, such use will not interfere with its own service requirements, including consideration of economy and safety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. Before making attachment to any pole of Licensor, Licensee shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof. Also, Licensee shall notify Licensor of all attachments made on a monthly basis in the form of Exhibit C, hereto attached and made a part hereof.

2. Licensee, shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Licensor and so that they will not conflict with the use of said poles by Licensor or by others using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. Licensee shall forthwith, at its own expense, within thirty (30) days after notice from Licensor, remove, relocate, replace or renew its facilities placed on any pole or pole line, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that after giving thirty (30) days notice, or without notice in cases of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of

7. Licensor, because of the importance of its service, reserves the right to inspect each new installation of Licensee on its poles and in the vicinity of its lines or appliances and to make surveys every three years or oftener as plant conditions may warrant, of the entire plant of Licensee. Such inspections or surveys made, or not, shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement. The cost associated with these inspections will be paid by Licensee as stated in paragraph 13.

8. Licensee shall exercise special precautions to avoid damage to facilities of Licensor and of others supported on said pole and shall make an immediate report to Licensor of the occurrence of any damage.

9. Licensee shall release, indemnify, protect and save harmless Licensor from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused, in whole or in part, by Licensee's or Licensor's negligence resulting in connection with or by the erection, maintenance, presence, use or removal of said attachments or the proximity of the respective cables, wires, apparatus and appliances of the parties hereto, or any act or omission of Licensee on or in the vicinity of Licensor's poles or the poles of any other person, firm or corporation on which Licensor maintains attachments. Licensee shall carry Comprehensive General Automobile Liability Insurance and Comprehensive General Liability Insurance, including Broad Form Contractual Liability, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to damage to property shall be Three Hundred Thousand Dollars (\$300,000) as to any one occurrence, and against liability due to injury to or death of persons One Million Dollars (\$1,000,000) as to any one person and Three Million Dollars (\$3,000,000) as to any one occurrence. Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be approved by Licensor. Licensee shall furnish completed Certificate of Insurance (Licensor Form 1364) by each Company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after ten (10) days notice to Licensor.

10. Licensee may at any time remove its attachments from any pole or poles of Licensor, but shall immediately give Licensor written notice of such removal in the form of Exhibit B, hereto attached and made a part hereof. No refund of any rental will be due on account of such removal, nor proration made for less than one-half year.

11. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by state, county, or municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles.

12. If Licensee shall fail to comply with any of the provisions of this Agreement, including the requirements and specifications hereinbefore referred to, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this Agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination a proportionate refund of all prepaid rentals shall be made.

13. Bills for inspections, surveys, expenses and other charges under this Agreement, except those advance payments specifically covered herein, shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default going to the essence of this Agreement and shall entitle Licensor to immediately cancel this Agreement, at the option of the Licensor.

14. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver of relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

15. Nothing herein contained shall be construed to confer on Licensee an exclusive right to make attachments to Licensor's poles in the area covered by this Agreement and any supplement thereto, and it is expressly understood that Licensor has the unconditional right to permit any other person, firm or corporation to make attachments to the same poles in that area covered in this Agreement and supplements thereto.

16. Licensee shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Licensor.

17. No use, however extended, of Licensor's poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of said poles for a period longer than demanded by its own service requirements. The Licensor reserves the right to deny the licensing of any poles to the Licensee for any reason whatsoever (within the sole discretion of the Licensor).

18. The term of this Agreement shall end on August 31, 1987, and commence on the effective date of this Agreement, which shall be September 1, 1984, and if not terminated in accordance with the provisions of Section 13 shall be extended automatically for additional one (1) year terms at Licensor's option except that either party may terminate the Agreement by having given the other party 30 days written notice. Upon termination of the Agreement in accordance with any of its terms, Licensee shall immediately remove its cables, wires and appliances from all poles of Licensor. If not so removed, Licensor shall have the right to remove them at the cost and expense of Licensee and without any liability therefor.

19. Subject to the provisions of Section 17 hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

20. Notwithstanding the provisions of Paragraph 19 of this Agreement, it shall be automatically terminated one year after the date hereof in the event that Licensee shall fail to commence making cable attachments on that date.

21. In consideration of the mutual promises contained herein, Licensee does hereby waive forever any and all claims against the Licensor arising from or out of any transactions or undertakings between them prior to the effective date of this Agreement.

22. Licensee shall pay to Licensor, for attachments made to poles under this Agreement a rental at the rate of \$2.29 per pole commencing on November 29, 1983, through and including November 30, 1987. On December 1, 1987, the rate shall be adjusted to reflect a rate calculated on the latest pole cost data compiled to Licensor.

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rate shall remain in effect until June 1, 1988, at which time it shall be adjusted in accordance with the most recent pole cost data compiled by Licensor, and such adjustments shall be made on June 1, each year thereafter that this Agreement remains in effect. Semiannual rental payments shall be made in advance based upon the number of attachments on which attachments are being maintained on the first day of December and the first day of June, respectively. The payment of rental hereunder shall include such amount as may be due for the increased attachments to poles since the next billing date. An attachment to any pole of Licensor without application for a permit shall, at the discretion of Licensor, be deemed to have been made on the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

FLORIDA POWER & LIGHT COMPANY

By

Attest

(FPL Corporate Seal)

By

Vice President

Attest

Secretary

(CATV Corporate Seal)

LEGAL FORM APPROVED

1984

2/3/84

PUBLIC VERSION

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AMENDATORY AGREEMENT

TO THE AGREEMENT, made 1st day of September
1984, between FLORIDA POWER & LIGHT COMPANY, a Florida Corporation,
hereinafter called Licensor, party of the first part, and

a [REDACTED] organized and doing business under the laws of
Florida, hereinafter called Licensee, party of the
second part.

W I T N E S S E T H

WHEREAS, Licensee proposes to furnish television distribution service within the area described below:

This instrument is being executed only to add the aforementioned [REDACTED] area and all paragraphs of the original Agreement shall apply.

"IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 31 day of March, 19 87."

WITNESSES:

FLORIDA POWER AND LIGHT COMPANY

By [REDACTED] Vice President

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FPL-R1-0029

Reply Exhibit 3

ATTACHMENT AGREEMENT
BETWEEN
(CORPORATION)
AND
FLORIDA POWER & LIGHT COMPANY

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ATTACHMENT AGREEMENT
BETWEEN
(CORPORATION)
AND
FLORIDA POWER & LIGHT COMPANY

THIS AGREEMENT, made this 27th day of SEPTEMBER,
1994, between [REDACTED]

[REDACTED], a [REDACTED]
corporation (hereinafter referred to as "Licensee") and FLORIDA
POWER & LIGHT COMPANY, a corporation organized and existing under
the laws of Florida with its principal place of business in Dade
and Palm Beach Counties, Florida (hereinafter referred to as
"FPL").

W I T N E S S E T H:

WHEREAS the Licensee desires to attach cables, wires and
appliances to poles belonging to FPL, for the construction,
operation, and maintenance of a TELECOMMUNICATIONS
system (hereinafter referred to as "System"), and

WHEREAS FPL is willing to permit, to the extent it may
lawfully do so, the attachment of said System to its existing poles
where, in its judgment, such use will not interfere with FPL's own
system integrity or service requirements, including considerations
of economy and safety,

NOW, THEREFORE, in consideration of the mutual covenants,
terms and conditions herein contained, the parties covenant and
agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Attachment is the physical attachment of the cable and any
supporting hardware or devices required to attach Licensee's
System to FPL poles.
- 1.2 Facility or Facilities is equipment used by FPL in the
transmission and/or distribution of electric power, including,
but not limited to, manholes, conduits, poles, wires, cables,
substations, system protection equipment or other
appurtenances, and associated equipment.
- 1.3 Intermediate Pole Attachment is the initial Attachment of
Licensee's System to a new intermediate pole installed by FPL
within an existing pole line in order to accommodate the
service requirements of FPL or other Joint Users.
- 1.4 Make-Ready Work is the work associated with the Rearrangement
of FPL Facilities and the facilities of other licensees or
licensees attached pursuant to a joint use agreement

(hereinafter "Joint Users") to the FPL pole that is required for the initial attachment of the System on the FPL pole or pole line in compliance with the National Electrical Safety Code ("NESC") and additional requirements of FPL. This work includes but is not limited to pole inspections, engineering and drafting time, permits and construction.

- 1.5 Rearrangement is any activity or work, after the initial Make-Ready Work, which is necessary when there is a change in the FPL Facilities or FPL service requirements or to ensure that Licensee's Attachments do not adversely affect FPL's Facilities or service or that of Joint Users. "Rearrangement" includes but is not limited to transfer, relocation, adjustment, conversion, permanent or temporary support, protection, design or redesign, abandonment, and removal or reconstruction of Licensee's System.
- 1.6 System shall consist of the cable, hardware and supporting devices required by the Licensee to attach to FPL poles as specified in Article II.2.1 and any part thereof.
- 1.7 Transfer is one activity included within the term Rearrangement and is associated only with pole replacements. Transfer is limited to the work of removing the Licensee's System from the FPL pole and re-attaching the System to a replacement FPL pole within the existing FPL pole alignment at the same time that FPL transfers or relocates FPL Facilities from one FPL pole to another FPL pole.

ARTICLE II - RIGHT TO ATTACH

2.1 Permission to Attach.

- a. Pole. The Licensee may attach its System only to existing or future FPL poles on which distribution or distribution/transmission Facilities have been installed. The Licensee may not attach its System to FPL poles which are used solely for transmission or street lighting purposes.
- b. Tension Limit. No Attachment will be permitted which results in more than 200 lbs. of unguyed tension on any given FPL Pole.
- c. Pole Height Limit. No Attachment will be permitted which requires FPL to install a new pole over forty five feet (45') and FPL will not perform Make-Up Ready Work for the purpose of installing such a pole. Provided however, Licensee may apply for a permit to attach to an FPL pole, as provided in Article II.2.1 above, which is over forty five feet (45') in height if such pole was installed to meet FPL's own service requirements.

- 2.2 Inspection. Prior to applying for permission to attach to any FPL pole, the Licensee shall inspect the pole(s) to which it wishes to attach and shall prepare a windloading study and calculations according to FPL requirements. If any pole or poles of FPL must be reworked or are inadequate to support the additional facilities in accordance with the specifications in Article III below, the Licensee will request Make-Ready Work by indicating the necessary changes on Exhibit A.
- 2.3 Florida Power & Light Company Permit. After inspection and prior to attaching to any pole of FPL, the Licensee shall apply for and receive a written permit in the form of Exhibit B. The Licensee shall attach its windloading calculations to its permit application. FPL may deny a permit for Attachment when in the sole judgment of FPL such attachment will interfere with FPL's system integrity or service requirements, including economic and safety requirements. No Attachments shall be permitted except as provided in Article II.2.1.

ARTICLE III - ATTACHMENT AND MAINTENANCE

- 3.1 Licensee's Attachments. The Licensee, at its own expense, shall make and maintain its Attachments in safe condition and in thorough repair, both in a manner suitable to FPL and so that the Attachments do not conflict with the use of the poles by FPL, Joint Users or other licensees or interfere with the working use of facilities thereon or which may from time-to-time be placed thereon by FPL or Joint Users. The Licensee shall exercise special precautions to avoid damage to facilities of FPL and to attachments of others supported on the FPL poles and shall immediately report any damage to FPL and to any other owners of damaged facilities or attachments.
- 3.2 Licensee's Duty to Warn. Licensee agrees to warn its employees, agents, contractors, and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by FPL are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near FPL Poles and other facilities.
- 3.3 Licensee's Permits. The Licensee, at its own expense, shall obtain all necessary permits or authorization from local, state and federal agencies or property owners.
- 3.4 Standards.
- a. NESC and FPL Requirements. The Licensee agrees to install, construct and maintain its Attachments with its own licensed electrician or by an approved licensed electrical contractor paid under a contract executed by the Licensee all in accordance with the requirements and

specifications of the National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions of said NESC as well as any additional construction requirements of FPL.

- b. Usable Space. The Licensee agrees and understands that the installation, construction and maintenance of Attachments within fifteen feet (15') of FPL's primary conductors (defined herein as all conductors with voltage potentials exceeding 750V) shall be subject to the approval of FPL within its sole and absolute discretion. The Licensee's Attachment of cable on each pole shall be restricted to one foot (1') of pole space. This space allocation shall be located one foot (1') above the highest joint user or existing third party cable attachment. The one foot (1') space allocation shall extend six inches (6") above and below the Licensee's main cable attachment point. A schematic drawing is included in Exhibit A.
- c. Other Requirements. In addition, all installation work will be done in accordance with local rules, regulations, statutes and ordinances. All Attachments shall conform to requirements of and be subject to rights under any other joint use or attachment agreements now in effect between FPL and other pole users. The Licensee shall insure compliance with clearances from facilities of all other licensees attached to the FPL pole and obtain consent from such users, as necessary.
- d. Marking of Cable. The Licensee agrees to install or mark the cable in a manner acceptable to FPL and consistent with guidelines adopted by the Florida Utility Coordinating Committee, so that it can be easily identified from the ground and from other similar cables on the pole.

3.5 Rearrangement, Transfer and Intermediate Pole Attachment of License's System.

- a. Rearrangement, Transfers, or Intermediate Pole Attachment by FPL. Rearrangement, Transfer or Intermediate Pole Attachment of the System, or any part thereof, may be performed by FPL or its contractor when and at the time that FPL relocates its Facilities, replaces an existing pole or installs an intermediate pole within an existing pole line used by the Licensee. All such work shall be at the sole discretion of FPL and based on NESC and additional requirements of FPL. All hardware, cable, material and equipment required for the Rearrangement or Transfer of the System, or part thereof, shall be

provided by the Licensee. The Rearrangement shall be at the expense of the Licensee as stated in Article IV.

- b. Rearrangement or Transfer by Licensee. If FPL decides not to rearrange or Transfer the System, then the Licensee, subject to Article IV, at its own expense and within thirty (30) working days after notice from FPL, shall rearrange or remove its System placed on any pole or pole line, transfer it to substituted poles, relocate it, or perform any other work in connection with Licensee's System that may be required by FPL.
- c. Failure of Licensee to Rearrange or Transfer; Emergency Situations. Provided, however, that after thirty (30) days notice from FPL, if Licensee fails to rearrange or Transfer the System, or at any time without notice in cases of emergency, FPL may rearrange the System, Transfer it to substituted poles, relocate it or perform any other work in connection with Licensee's System that may be required in the maintenance, replacement, removal or relocation of FPL poles, the Facilities or attachments thereon or which may be placed thereon, or for the service needs of FPL, and the Licensee shall, on demand, reimburse FPL for the expense thereby incurred. Nothing in this paragraph shall relieve the Licensee from maintaining adequate work forces readily at hand to handle the Rearrangement, repair, service and maintenance of the System where the condition of the System is hindering FPL's operations..

- 3.6 FPL Inspection. FPL reserves the right to inspect each new installation of the Licensee on FPL poles and in the vicinity of its lines or appliances and to make surveys every five (5) years, or more frequently as conditions warrant, of the entire System on FPL's poles. Such inspections or surveys made, or not, shall not relieve the Licensee of any responsibility, obligation or liability assumed under this Agreement. All direct and overhead costs associated with these inspections shall be paid by the Licensee as stated in Article IV. [See Appendix I attached hereto for types of overhead costs.] In addition, if any violations are found, the Licensee shall make all corrections at the Licensee's expense, including Rearrangement of Facilities and of attachments of others.

ARTICLE IV - MAKE-READY COSTS, LICENSE AND TRANSFER FEES, AND BILLING

4.1 Make-Ready Costs for New Attachments.

- a. Estimate for Make-Ready Work. If the Licensee has indicated that Make-Ready Work is necessary to accommodate the System on any FPL pole, FPL or FPL's